



## NEC3 Supply

# Short Contract (SSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and The Tenderer

for The Manufacture, Test, Supply and Delivery of estimated quantities of Master Locks (Padlocks) on an 'as and when' required basis for the Central East Cluster, KwaZulu Natal Operating Unit, for a period of 12 months.

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Tender Number: KZN049

Closing Date: 02 NOVEMBER 2022

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

The Purchaser, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of:

The Manufacture, Test, Supply and Delivery of estimated quantities of Master Locks on an 'as and when' required basis for the Central East Cluster, KwaZulu Natal Operating Unit, for a period of 12 months.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Supplier under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	<b>REVERSE E-AUCTION</b>
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	

This Offer may be accepted by the Purchaser by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Supplier in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Purchaser and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Goods Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the  
Purchaser

*Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199*

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'.

**Manufacture, Test, Supply and Delivery of estimated quantities of Master Locks on an 'as and when' required basis for the Central East Cluster, KwaZulu Natal Operating Unit, for a period of 12 months**

## Schedule of Deviations

Note:

1. To be completed by the Purchaser prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Purchaser during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

### For the tenderer:

### For the Purchaser

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

**Eskom Holdings SOC Ltd, Megawatt Park,  
Maxwell Drive, Sandton, Johannesburg, 2199**

Name &  
signature  
of witness

Date

## C1.2 Contract Data

### Data provided by the *Purchaser*

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Purchaser</i> is (Name):	<b>Eskom Holdings SOC Limited (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>031 710 5396</b>
	Fax No.	<b>086 6060 2017</b>
	E-mail address	<b>Sibiyath@eskom.co.za</b>
11.2(4)	The <i>delivery date</i> is	<b>Will be sated on the Purchase Order</b>
11.2(5)	The Goods Information is in	<b>the document called 'Goods Information' in Part 3 of this contract.</b>
11.2(8)	The <i>goods</i> are	<b>Master Locks</b>
12.2	The <i>law of the contract</i> is	<b>the Republic of South Africa</b>
13.2	The <i>period for reply</i> is	<b>2 days</b>
30.1	The <i>starting date</i> is.	<b>To be advised</b>
41.1	The <i>defects date</i> is	<b>52 weeks after Delivery.</b>
42.2	The period for the correction of Defects after Delivery is	<b>2 weeks</b>
50.1	The <i>assessment day</i> is the	<b>monthly</b>
50.5	The <i>delay damages</i> are	<b>0.25% per day up to a maximum of 15% per batch order.</b>
51.2	The interest rate on late payment is	<b>0.5% per complete week of delay.</b>
86.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	<b>Zero</b>
86.2	The <i>Supplier</i> is not liable to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property in excess of	<b>The total value of the contract for any one event.</b>

93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (UK) or its successor body (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).
93.4	The <i>tribunal</i> is:  If the <i>tribunal</i> is arbitration, the arbitration procedure is	arbitration.  the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
11.1	<b>The <i>conditions of contract</i> are the NEC3 Supply Short Contract (April 2013)<sup>2 3</sup> and the following additional conditions.</b>	

## **Z1 Cession delegation and assignment**

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.

## **Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z2.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
- Z2.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Purchaser* within thirty days of the notification or as otherwise instructed by the *Purchaser*.
- Z2.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods.
- Z2.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are the same as for Reason 3 identified in clause 90.3.

<sup>2</sup> Can be obtained from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za), Tel 011 803 3008, Fax 086 539 1902

<sup>3</sup> If the December 2009 edition is being used, replace April 2013 with December 2009

**Z3 Waiver and estoppel: Add to clause 12.3:**

- Z3.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

**Z4 Provision of a Tax Invoice and interest. Add to clause 51**

- Z4.1 The *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the correctly assessed amount due.
- Z4.2 If the *Supplier* does not provide a tax invoice by the time required in this contract for his assessment of each amount due, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z4.3 The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

**Z5 Purchaser's limitation of liability**

- Z5.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z5.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(8) and the *Purchaser's* liability under the indemnity is limited.

**Z6 Termination: Add to clause 90.2 before (Reason 1)**

- Z6.1 or had a judicial management order granted against it.

**Z7 Addition to clause 50.5**

- Z7.1 If the amount due for the *Supplier's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods using the same procedures and payment on termination as those applied for Reason 3. Identified in clause 90.3.

**Z8 Ethics**

For the purposes of this Z-clause, the following definitions apply:

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
<b>Coercive Action</b>	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
<b>Collusive Action</b>	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
<b>Committing</b>	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint

- Party** venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
- Z8.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z8.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.
- Z8.3 If the *Purchaser* terminates the *Supplier's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z8.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

## Z9 Insurance

Replace condition of contract 84 with the following:

### Insurance cover 84

- 84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 84.2** The *Supplier* provides the insurances in this Insurance Table A from the *starting date* until Delivery and against any risks he carries under this contract between Delivery and the *defects date*.

### INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the goods, plant and materials	The replacement cost where not covered by the <i>Purchaser's</i> insurance.



	The <i>Purchaser's</i> policy deductible as at contract date where covered by the <i>Purchaser's</i> insurance.
Liability for loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i> ) caused by activity in connection with this contract	<p><b><u>Loss of or damage to property</u></b></p> <p><u><i>Purchaser's</i> property</u></p> <p>The replacement cost where not covered by the <i>Purchaser's</i> insurance.</p> <p>The <i>Purchaser's</i> policy deductible as at contract date, where covered by the <i>Purchaser's</i> insurance.</p> <p><u>Other property</u></p> <p>The replacement cost</p> <p><b>Death of or bodily injury</b></p> <p>The amount required by the applicable law.</p>
Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**84.2 The *Purchaser* provides the insurances in this Insurance Table B**

**INSURANCE TABLE B**

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document

Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

## Z10 Nuclear Liability

- Z10.1 The *Purchaser* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z10.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z10.3 Subject to clause Z10.4 below, the *Purchaser* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z10.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z10.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## Z11 Asbestos

For the purposes of this Z-clause, the following definitions apply:

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements

<b>Monitoring</b>	for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA
Z11.1	The <i>Purchaser</i> ensures that the Ambient Air in the area where the <i>Supplier</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z11.2	Upon written request by the <i>Supplier</i> , the <i>Purchaser</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Supplier</i> may perform Parallel Measurements and related control measures at the <i>Supplier's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z11.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z11.3	The <i>Purchaser</i> manages asbestos and ACM according to the Standard.
Z11.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

- Z11.5 The *Supplier's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z11.6 The *Supplier* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
- Z11.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

### **Data provided by the *Supplier* (the *Supplier's Offer*)**

The tendering Supplier is advised to read both the NEC3 Supply Short Contract (April 2013) and the relevant parts of its Guidance Notes (SSC3-GN)<sup>4</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 28 of the SSC3 Guidance Notes and Flow Charts.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Supplier</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
11.2(7)	The Price Schedule is in	<b>the document called 'Price Schedule' in Part 2 of this contract.</b>
11.2(7)	The offered total of the Prices	<b>Reverse e-auction</b>

<sup>4</sup> Available from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za) Tel 011 803 3008, Fax 086 539 1902.

## C2 Pricing Data

### C2.1 Pricing assumptions

Entries in the first four columns of this Price Schedule are made either by the *Purchaser* or the tenderer. If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of goods in the item changes, the tenderer enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item of goods which is the rate for the goods multiplied by the quantity supplied, the tenderer enters a rate for each item and multiplies it by the Quantity to produce the Price, to be entered in the final column.

The rates and Prices entered for each item includes for all work and other things necessary to supply the item.

## C2.2 Price Schedule

**REVERSE E-AUCTION WILL BE CONDUCTED FOR THIS ENQUIRY,  
TENDERERS ARE REQUESTED NOT TO TENDER THEIR PRICES AT  
THIS STAGE.**

Item No.	SAP NO.	Description	Estimated Quantities
1	665631	PADLOCK:MASTER NYLON GENERAL WHITE KZNOU	37
2	187258	PADLOCK, NYLON LIVE MASTER KZN OU D6050	14
3	187244	PADLOCK, NYLON PROH MASTER KZN OU D6050	136
4	187152	PADLOCK, NYLON OPER MASTER KZN OU D6050	31 261
5	187159	PADLOCK, ST PROH MASTER KZN OU D6050	1712
6	187166	PADLOCK, ST OPER MASTER KZN OU D6050	1113
7	187173	PADLOCK, ST LIVE MASTER KZN OU D6050	677
8	187180	PADLOCK, ST TSO MASTER KZN OU D6050	111
9	187237	PADLOCK, NYLON LV MASTER KZN OU D6050	307

<b>Lead Time</b>	
<b>Name of the Supplier</b>	
<b>Designation:</b>	
<b>Signature:</b>	
<b>Date:</b>	

## C3: Scope of Work

### 1. Description of the goods

The Manufacture, Test, Supply and Delivery of estimated quantities of Master Locks for the Central East Cluster – KwaZulu Natal Operating Unit on an 'as and when' required basis for a period of twelve (12) months.

Item No.	Material	Material Description	Estimated Quantities
1.	665631	PADLOCK:MASTER NYLON GENERAL WHITE KZNOU	37
2.	187258	PADLOCK, NYLON LIVE MASTER KZN OU D6050	14
3.	187244	PADLOCK, NYLON PROH MASTER KZN OU D6050	136
4.	187152	PADLOCK, NYLON OPER MASTER KZN OU D6050	31 261
5.	187159	PADLOCK, ST PROH MASTER KZN OU D6050	1712
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8.	187180	PADLOCK, ST TSO MASTER KZN OU D6050	111
9.	187237	PADLOCK, NYLON LV MASTER KZN OU D6050	307

**KZN OU Technical Evaluation criteria for Master Locks and Keys, Rev 7** is the document that details the technical strategy, method of evaluation and the evaluation criteria, which includes the enquiry returnable necessary to conduct the desktop evaluation and the product sample evaluation. The document is attached.

### 2. Specifications

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
Health and Safety requirements		
Environmental requirements		
Supplier Quality Management Specification (QM58)		
<b><u>Technical specifications:</u></b>		
Eskom 240-70500896: Standard for Master Locks and Master Keys for Electrical and Related Equipment		
Eskom DDT 6050: Buyer's Guide for Padlock & Padlock Keys		
SANS 1533: Padlocks		
SANS 9227: Corrosion tests in artificial atmospheres — Salt spray tests		



### 3. Constraints on how the *Supplier* Provides the Goods

#### 3.1 Invoicing and payment

Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice showing the amount due for payment equal to that stated in the *Supply Manager's* certificate.

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

**All invoices must be submitted via this process any invoices physically received will now be returned.**

To ensure payment is made the following must be done:

1. Email pdf copies to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)
2. Each pdf (attachment) must contain **only one invoice**
3. Each **email** sent must contain **only one attachment**
4. It must be an original invoice from your system. If a word or excel document, convert it to PDF. No invoice must printed then scanned and emailed or have hand writing on it, **It will not be accepted.**
5. Please make sure you **received a valid and correct purchase order** from your end user which must be quoted on the invoice.
6. Encourage your end users to do the GR's on time to insure speedy processing.
7. All invoices must meet the Tax requirements.

#### 3.2 Health and Safety Risk management


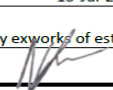
The *Supplier* shall comply with the health and safety requirements [stated here and shall be evaluated accordingly.

Ref	KPI	Comments
1)	Annexure B Is the acknowledgement form for Eskom's rules and requirements (in Annexure B) signed and submitted by the tenderer?	The Annexure will be located in the SHEQ Folder
2)	Health and Safety Plan	<ul style="list-style-type: none"> <li>▪ Incident Management</li> <li>▪ SHE Communication</li> <li>▪ Emergency Management</li> <li>▪ COVID19 Management Plan</li> </ul>
3)	Baseline Risk Assessment	▪ Including Driving
4)	Valid Letter of Good Standing	To be in line with the scope.
5)	SHE Policy	

Manufacture, Test, Supply and Delivery of estimated quantities of Master Locks on an 'as and when' required basis for the Central East Cluster, KwaZulu Natal Operating Unit, for a period of 12 months

### 3.3 Quality

The *Supplier* shall comply with the quality requirements [stated here and shall be evaluated accordingly.

	<b>Supplier Quality Management: List of Tender Returnables Documents</b>	Unique Identifier	240-12248652
		Revision	7
		Effective Date	2022/01/26
		Specification	240-105658000
Category 4 : Quality Requirements		Deliverables to be evaluated indicator = 1	
SECTION A : Quality Management System Requirements ISO 9001 (Option 1) Valid certification of Quality Management System by an ISO accredited body			
A.1 Product / Service Scoping on ISO 9001 certificate is defined and relevant		Apply =1	
A.2 Certificate by Approved and Authorized certification authority		0	
A.3 Certification Authority has Recognized International Accreditation		0	
A.4 Validity (expiry date) of certificate		0	
Section A Score Option 1		0	
Or		Apply =1	
A.1 Quality Method statement based on scope.(Method Statement Template-Ref 240-126469599)		1	
A.2 Quality Policy Approved by top management.		1	
A.3 Quality Objectives Approved by top management.		0	
A.4 Control of documented information (i.e. document and record control)		1	
A.5 Documented information for Control of nonconforming outputs		1	
A.6 Documented information for Nonconformity and Corrective action		0	
A.7 Documented information for Internal audit		1	
Section A Score Option 2		5	
SECTION B : Evidence of QMS in operation (Tender Quality Requirements -Ref 240-105658000)			
B.1 Documented information for defined roles, responsibilities and authorities - Organization chart and Responsibility matrix (must include but not limited to quality management function/role) (Clause 5.3 of ISO 9001:2015)		Apply =1	
		1	
B.2 Documented information for Control of Externally Provided Processes, Products and Services - Must include criteria for evaluation, selection, monitoring of performance, and re-evaluation of external providers (Clause 8.4 of ISO 9001:2015)		1	
Section B Score		2	
SECTION E: User defined additional Requirements & miscellaneous (Ref 240-105658000) Customer specific requirements & other standards and required can be listed and evaluated here			
E.1 Form A is completed and signed.		Apply (Yes=1)	
		1	
Section E Score		1	
NAME OF ESKOM REPRESENTATIVE		Nakho Xulu	
DATE ISSUED		15-Jul-22	
PROJECT: TENDER TITLE		The Manufacture, Test and Supply exworks of estimated quantities of Padlock Master Steel	
SIGNATURE			

- Form A - to be completed and signed by the supplier
- Supplier Quality Management Specification (QM58) – to be read and understood
- Supplier QM Category 4 Method Statement Template

### 3.4 Environmental constraints and management

The *Supplier* shall comply with the environmental criteria and constraints stated here:

Ref	KPIs
1	Annexure B - Is the acknowledgement of Eskom's SHE rules and requirements form (Annexure B) signed and submitted by the tenderer?
2	All: Environmental (or SHE/SHEQ) policy signed by Company Owner/CEO/MD: Commitment to: (1) compliance to environmental compliance obligations; (2) Environmental duty of care.

OR

<u>Ref</u>	<u>KPIs</u>
1	Annexure B - Is the acknowledgement of <b>Eskom's SHE rules</b> and requirements form ( <b>Annexure B</b> ) signed and submitted by the tenderer?
2	ISO 14001 Environmental Management Standard certificate.

### Score:

**0 = Document not submitted OR submitted but does not satisfy the minimum requirements**

**1 = Document submitted and the content satisfy the minimum requirements**

## 3.5 Financial Evaluation

A financial evaluation of the qualifying tenderers financial statements will be conducted for the purposes of establishing the tenderers financial viability and ability to meet all of its contractual obligations for the duration of the contract, should the tenderer be awarded the contract. The tenderers are required to submit signed audited financial statements not older than 18 months

## 3.6 BBBEE and preferencing scheme

The following must be considered when it comes to validity of Affidavits;

**Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:**

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner** or **member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

### 3.6 Other requirements related to procurement

Reverse e-auction is applicable

**Please note:-**

Reverse e-auction is an electronic price and preference point system (aligned to PPPFA) that aims to achieve the most competitive prices. Eskom reserves the right to utilize reverse e-auction in certain enquiries. Where reverse e-auction is utilized in a specific enquiry this will be indicated in the respective enquiry and the relevant reverse e-auction supporting documents will form part of the enquiry. The Tenderers will be required to submit a complete tender but without prices. Where a supplier includes prices in their tender; these prices will not be considered and will be disregarded.

### 3.7 Supplier Development Localisation & Industrialization Undertaking

**Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I undertakings do not form part of scoring but commitments will form part of contractual obligations.**

Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained from this contract:

Number of Jobs to be created	Number of Jobs to be retained

Skills Development

Tenderers are required to propose against the following training initiatives:

Category	Eskom Target	Tenderer Proposal
EB Driver Training	1	
SAMTRAC training	1	
Basic Fire Fighting Course	1	

All service providers will need to provide the above skills training during the duration of this contract.

All Tenderers to sign the Suppliers Letter of Commitment to SDL&I Requirements.

**Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.**

**One of the following options will apply for SDL&I performance security:**

- For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract.
- Alternatively the Contractor shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDL&I Obligations.

### Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award.